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7 Paan, Inc.; Jiim, Inc.; Daeho Las Vegas, Inc.; and
Daeho Hwang
8

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11

12 SUN NONG DAN FOODS, INC., a
California corporation,

13 Plaintiff,

14 v.
15

16 KANGNAM1957, INC., a California
corporation; LA PARK'S MILPITAS,
INC., a California corporation; HAN
17 PAAN, INC., a California corporation;
JIIM, INC., a California corporation;
18 DAEHO LAS VEGAS, INC., a
California corporation; DAEHO
19 HWANG, an individual; IL PARK, an
individual; CHAN WON PARK, an
20 individual; DOES 1 through 10,
inclusive,

21 Defendants.
22

Case No. 2:23-cv-09779-WLH-RAO

STIPULATED PROTECTIVE ORDER

Complaint Filed: November 17, 2023
Trial Date: June 23, 2025

1 This Stipulated Protective Order is entered into by and between Plaintiff Sun
2 Nong Dan Foods, Inc., Defendants Kangnam1957, Inc., La Park's Milpitas, Inc., Han
3 Paan, Inc., Jiim, Inc., Daeho Las Vegas, Inc., and Daeho Hwang, and Defendants Il
4 Park and Chan Won Park (each individually a "party" and collectively the "parties"),
5 through their counsel of record, as follows:

6 1. A. PURPOSES AND LIMITATIONS

7 Discovery in this action is likely to involve production of confidential,
8 proprietary or private information for which special protection from public disclosure
9 and from use for any purpose other than prosecuting this litigation may be warranted.
10 Accordingly, the parties hereby stipulate to and petition the Court to enter the
11 following Stipulated Protective Order. The parties acknowledge that this Order does
12 not confer blanket protections on all disclosures or responses to discovery and that
13 the protection it affords from public disclosure and use extends only to the limited
14 information or items that are entitled to confidential treatment under the applicable
15 legal principles.

16 B. GOOD CAUSE STATEMENT

17 This action is likely to involve alleged trade secrets and other valuable
18 research, development, commercial, financial, technical and/or proprietary
19 information for which special protection from public disclosure and from use for any
20 purpose other than prosecution of this action is warranted. Such confidential and
21 proprietary materials and information consist of, among other things, confidential
22 business or financial information, information regarding confidential business
23 practices, or other confidential research, development, or commercial information
24 (including information that may implicate privacy rights of third parties), information
25 otherwise generally unavailable to the public, or which may be privileged or
26 otherwise protected from disclosure under state or federal statutes, court rules, case
27 decisions, or common law. Accordingly, to expedite the flow of information,
28 facilitate the prompt resolution of disputes over confidentiality of discovery

1 materials, adequately protect information the parties are entitled to keep confidential,
2 ensure that the parties are permitted reasonable necessary uses of such material in
3 preparation for and in the conduct of trial, address their handling at the end of the
4 litigation, and serve the ends of justice, a protective order for such information is
5 justified in this matter. It is the intent of the parties that information will not be
6 designated as confidential for tactical reasons and that nothing be so designated
7 without a good faith belief that it has been maintained in a confidential, non-public
8 manner, and there is good cause why it should not be part of the public record of this
9 case.

10 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

11 The parties further acknowledge, as set forth in Section 12.3, below, that this
12 Stipulated Protective Order does not entitle them to file confidential information
13 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and
14 the standards that will be applied when a party seeks permission from the court to file
15 material under seal.

16 There is a strong presumption that the public has a right of access to judicial
17 proceedings and records in civil cases. In connection with non-dispositive motions,
18 good cause must be shown to support a filing under seal. *See Kamakana v. City &*
19 *Cnty. of Honolulu*, [447 F.3d 1172, 1176](#) (9th Cir. 2006); *Phillips v. Gen. Motors*
20 *Corp.*, [307 F.3d 1206, 1210-11](#) (9th Cir. 2002); *Makar-Welbon v. Sony Elecs., Inc.*,
21 [187 F.R.D. 576, 577](#) (E.D. Wis. 1999) (even stipulated protective orders require good
22 cause showing). A specific showing of good cause or compelling reasons with
23 proper evidentiary support and legal justification must be made with respect to
24 Protected Material that a party seeks to file under seal. The parties' mere designation
25 of Disclosure or Discovery Material as CONFIDENTIAL does not—without the
26 submission of competent evidence by declaration, establishing that the material
27 sought to be filed under seal qualifies as confidential, privileged, or otherwise
28 protectable—constitute good cause.

Further, if a party requests sealing related to a dispositive motion or trial, then compelling reasons, not only good cause, for the sealing must be shown, and the relief sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos v. Pac. Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type of information, document, or thing sought to be filed or introduced under seal in connection with a dispositive motion or trial, the party seeking protection must articulate compelling reasons, supported by specific facts and legal justification, for the requested sealing order. Again, competent evidence supporting the application to file documents under seal must be provided by declaration.

Any document that is not confidential, privileged, or otherwise protectable in its entirety will not be filed under seal if the confidential portions can be redacted. If documents can be redacted, then a redacted version for public viewing, omitting only the confidential, privileged, or otherwise protectable portions of the document, shall be filed. Any application that seeks to file documents under seal in their entirety should include an explanation of why redaction is not feasible.

2. DEFINITIONS

2.1 Action: The above-captioned action titled *Sun Nong Dan Foods, Inc. v. Kangnam1957, Inc., et al.*, Case No. 2:23-cv-9779-WLH-RAO.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items,

1 the disclosure of which to another Party or Non-Party would create a substantial risk
2 of serious harm that could not be avoided by less restrictive means.

3 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
4 their support staff).

5 2.6 Designating Party: a Party or Non-Party that designates information or
6 items that it produces in disclosures or in responses to discovery as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY.”

9 2.7 Disclosure or Discovery Material: all items or information, regardless of
10 the medium or manner in which it is generated, stored, or maintained (including,
11 among other things, testimony, transcripts, and tangible things), that are produced or
12 generated in disclosures or responses to discovery in this matter.

13 2.8 Expert: a person with specialized knowledge or experience in a matter
14 pertinent to the litigation who has been retained by a Party or its counsel to serve as
15 an expert witness or as a consultant in this Action.

16 2.9 House Counsel: attorneys who are employees of a party to this Action.
17 House Counsel does not include Outside Counsel of Record or any other outside
18 counsel.

19 2.10 Non-Party: any natural person, partnership, corporation, association or
20 other legal entity not named as a Party to this action.

21 2.11 Outside Counsel of Record: attorneys who are not employees of a party
22 to this Action but are retained to represent or advise a party to this Action and have
23 appeared in this Action on behalf of that party or are affiliated with a law firm that
24 has appeared on behalf of that party, and includes support staff.

25 2.12 Party: any party to this Action, including all of its officers, directors,
26 employees, consultants, retained experts, and Outside Counsel of Record (and their
27 support staffs).
28

2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.14 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.15 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

Once a case proceeds to trial, information that was designated as CONFIDENTIAL or maintained pursuant to this protective order used or introduced as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”

1 showing for sealing documents produced in discovery from “compelling reasons”
2 standard when merits-related documents are part of court record). Accordingly, the
3 terms of this protective order do not extend beyond the commencement of the trial.
4

5 **5. DESIGNATING PROTECTED MATERIAL**

6 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

7 Each Party or Non-Party that designates information or items for protection under
8 this Order must take care to limit any such designation to specific material that
9 qualifies under the appropriate standards. The Designating Party must designate for
10 protection only those parts of material, documents, items or oral or written
11 communications that qualify so that other portions of the material, documents, items
12 or communications for which protection is not warranted are not swept unjustifiably
13 within the ambit of this Order.

14 Mass, indiscriminate or routinized designations are prohibited. Designations
15 that are shown to be clearly unjustified or that have been made for an improper
16 purpose (*e.g.*, to unnecessarily encumber the case development process or to impose
17 unnecessary expenses and burdens on other parties) may expose the Designating
18 Party to sanctions.

19 If it comes to a Designating Party’s attention that information or items that it
20 designated for protection do not qualify for protection, that Designating Party must
21 promptly notify all other Parties that it is withdrawing the inapplicable designation.

22 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
23 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise
24 stipulated or ordered, Disclosure of Discovery Material that qualifies for protection
25 under this Order must be clearly so designated before the material is disclosed or
26 produced.

27 Designation in conformity with this Order requires:
28

1 (a) for information in documentary form (*e.g.*, paper or electronic
2 documents, but excluding transcripts of depositions or other pretrial or trial
3 proceedings), that the Producing Party affix at a minimum, the legend
4 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
5 ONLY” (hereinafter “CONFIDENTIAL legend”), to each page that contains
6 protected material. If only a portion of the material on a page qualifies for protection,
7 the Producing Party also must clearly identify the protected portion(s) (*e.g.*, by
8 making appropriate markings in the margins).

9 A Party or Non-Party that makes original documents available for inspection
10 need not designate them for protection until after the inspecting Party has indicated
11 which documents it would like copied and produced. During the inspection and
12 before the designation, all of the material made available for inspection shall be
13 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
14 it wants copied and produced, the Producing Party must determine which documents,
15 or portions thereof, qualify for protection under this Order. Then, before producing
16 the specified documents, the Producing Party must affix the “CONFIDENTIAL”
17 legend to each page that contains Protected Material. If only a portion of the material
18 on a page qualifies for protection, the Producing Party also must clearly identify the
19 protected portion(s) (*e.g.*, by making appropriate markings in the margins).

20 (b) for testimony given in depositions that the Designating Party identifies
21 the Disclosure or Discovery Material on the record, before the close of the deposition
22 all protected testimony.

23 (c) for information produced in some form other than documentary and for
24 any other tangible items, that the Producing Party affix in a prominent place on the
25 exterior of the container or containers in which the information is stored the legend
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
27 ONLY.” If only a portion or portions of the information warrants protection, the
28 Producing Party, to the extent practicable, shall identify the protected portion(s).

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive the
3 Designating Party's right to secure protection under this Order for such material.
4 Upon timely correction of a designation, the Receiving Party must make reasonable
5 efforts to assure that the material is treated in accordance with the provisions of this
6 Order.

7
8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
10 designation of confidentiality at any time that is consistent with the Court's
11 Scheduling Order.

12 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
13 resolution process under Local Rule 37-1 *et seq.*

14 6.3 The burden of persuasion in any such challenge proceeding shall be on
15 the Designating Party. Frivolous challenges, and those made for an improper purpose
16 (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may
17 expose the Challenging Party to sanctions. Unless the Designating Party has waived
18 or withdrawn the confidentiality designation, all parties shall continue to afford the
19 material in question the level of protection to which it is entitled under the Producing
20 Party's designation until the Court rules on the challenge.

21
22 7. ACCESS TO AND USE OF PROTECTED MATERIAL

23 7.1 Basic Principles. A Receiving Party may use Protected Material that is
24 disclosed or produced by another Party or by a Non-Party in connection with this
25 Action only for prosecuting, defending or attempting to settle this Action. Such
26 Protected Material may be disclosed only to the categories of persons and under the
27 conditions described in this Order. When the Action has been terminated, a
28

1 Receiving Party must comply with the provisions of section 13 below (FINAL
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a secure manner that ensures that access is limited to the persons
5 authorized under this Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
7 otherwise ordered by the court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated
9 “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
11 as employees of said Outside Counsel of Record to whom it is reasonably necessary
12 to disclose the information for this Action;

13 (b) the officers, directors, and employees (including House Counsel) of the
14 Receiving Party to whom disclosure is reasonably necessary for this Action;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom
16 disclosure is reasonably necessary for this Action and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional
21 Vendors to whom disclosure is reasonably necessary for this Action and who have
22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a
24 custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the
26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
27 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
28 not be permitted to keep any confidential information unless they sign the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
2 agreed by the Designating Party or ordered by the court. Pages of transcribed
3 deposition testimony or exhibits to depositions that reveal Protected Material may be
4 separately bound by the court reporter and may not be disclosed to anyone except as
5 permitted under this Stipulated Protective Order; and

6 (i) any mediator or settlement officer and their supporting personnel,
7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
9 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
10 writing by the Designating Party, a Receiving Party may disclose any information or
11 item designated “HIGHLY CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
13 as employees of said Outside Counsel of Record to whom it is reasonably necessary
14 to disclose the information for this Action;

15 (b) Experts (as defined in this Order) of the Receiving Party to whom
16 disclosure is reasonably necessary for this Action and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (c) the court and its personnel;

19 (d) private court reporters and their staff to whom disclosure is reasonably
20 necessary for this Action and who have signed the “Acknowledgment and
21 Agreement to Be Bound” (Exhibit A);

22 (e) professional jury or trial consultants, mock jurors, and Professional
23 Vendors to whom disclosure is reasonably necessary for this Action and who have
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (f) the author or recipient of a document containing the information or a
26 custodian or other person who otherwise possessed or knew the information; and

27 (g) any mediator or settlement officer, and their supporting personnel,
28 mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY

CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this

1 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
2 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
3 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
4 persons to whom unauthorized disclosures were made of all the terms of this Order,
5 and (d) request such person or persons to execute the “Acknowledgment and
6 Agreement to Be Bound” that is attached hereto as Exhibit A.

7
8 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
9 PROTECTED MATERIAL

10 When a Producing Party gives notice to Receiving Parties that certain
11 inadvertently produced material is subject to a claim of privilege or other protection,
12 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
13 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
14 may be established in an e-discovery order that provides for production without prior
15 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
16 parties reach an agreement on the effect of disclosure of a communication or
17 information covered by the attorney-client privilege or work product protection, the
18 parties may incorporate their agreement in the stipulated protective order submitted
19 to the court.

20
21 12. MISCELLANEOUS

22 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
23 person to seek its modification by the Court in the future.

24 12.2 Right to Assert Other Objections. By stipulating to the entry of this
25 Protective Order, no Party waives any right it otherwise would have to object to
26 disclosing or producing any information or item on any ground not addressed in this
27 Stipulated Protective Order. Similarly, no Party waives any right to object on any
28 ground to use in evidence of any of the material covered by this Protective Order.

1 12.3 Filing Protected Material. A Party that seeks to file under seal any
2 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
3 only be filed under seal pursuant to a court order authorizing the sealing of the
4 specific Protected Material. If a Party's request to file Protected Material under seal
5 is denied by the court, then the Receiving Party may file the information in the public
6 record unless otherwise instructed by the court.

7
8 13. FINAL DISPOSITION

9 After the final disposition of this Action, as defined in paragraph 2.1, within
10 60 days of a written request by the Designating Party, each Receiving Party must
11 return all Protected Material to the Producing Party or destroy such material. As used
12 in this subdivision, "all Protected Material" includes all copies, abstracts,
13 compilations, summaries, and any other format reproducing or capturing any of the
14 Protected Material. Whether the Protected Material is returned or destroyed, the
15 Receiving Party must submit a written certification to the Producing Party (and, if
16 not the same person or entity, to the Designating Party) by the 60-day deadline that
17 (1) identifies (by category, where appropriate) all the Protected Material that was
18 returned or destroyed and (2) affirms that the Receiving Party has not retained any
19 copies, abstracts, compilations, summaries or any other format reproducing or
20 capturing any of the Protected Material. Notwithstanding this provision, Counsel are
21 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,
22 and hearing transcripts, legal memoranda, correspondence, deposition and trial
23 exhibits, expert reports, attorney work product, and consultant and expert work
24 product, even if such materials contain Protected Material. Any such archival copies
25 that contain or constitute Protected Material remain subject to this Protective Order
26 as set forth in Section 4 (DURATION).

27 ///

28 ///

1 14. VIOLATION

2 Any violation of this Order may be punished by appropriate measures
3 including, without limitation, contempt proceedings and/or monetary sanctions.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
5

6 Dated: September 9, 2024

LUCEM, PC

7
8 By: /s/ Heedong Chae

Heedong Chae

9 Attorneys for Plaintiff

10 Sun Nong Dan Foods, Inc.

11 Dated: September 9, 2024

TROYGOULD PC

12
13 By: /s/ Benjamin W. Clements

Benjamin W. Clements

14 Attorneys for Defendants

15 Kangnam1957, Inc.; La Park's Milpitas,

16 Inc.; Han Paan, Inc.; Jjim, Inc.; Daeho

17 Las Vegas Inc.; and Daeho Hwang

18 Dated: September 9, 2024

JEON & PARK, LLP

19
20 By: /s/ Terry S. Park

Terry S. Park

21 Attorneys for Defendants

22 Il Park and Chan Won Park
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ATTESTATION

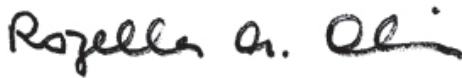
Pursuant to Local Rule 5-4.3.4(a)(2)(i), the undersigned hereby attests that the other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: September 9, 2024

By: /s/ Benjamin W. Clements
Benjamin W. Clements

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 9/11/2024



HON. ROZELLA A. OLIVER

United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of *Sun Nong Dan Foods, Inc. v. Kangnam 1957, Inc., et al.*, Case
No. 2:23-cv-9779-WLH-RAO. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any information
or item that is subject to this Stipulated Protective Order to any person or entity
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action. I hereby appoint _____ [print or type full
name] of _____ [print or type full address
and telephone number] as my California agent for service of process in connection
with this action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____